

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>In re</b>	: <b>Chapter 11 Case No.</b>
<b>LEHMAN BROTHERS HOLDINGS INC., et al.,</b>	: <b>08-13555 (JMP)</b>
<b>Debtors.</b>	: <b>(Jointly Administered)</b>
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**SUPPLEMENTAL AFFIDAVIT AND DISCLOSURE STATEMENT OF RANDALL J.  
SUNSHINE, ON BEHALF OF LINER GRODE STEIN YANKELEVITZ SUNSHINE  
REGENSTREIF & TAYLOR LLP**

STATE OF CALIFORNIA                    )  
  ) ss:  
COUNTY OF LOS ANGELES            )

Randall J. Sunshine, being duly sworn, upon his oath, deposes and says:

1. I am a Partner of Liner Grode Stein Yankelevitz Sunshine Regenstreif & Taylor LLP, located at 1100 Glendon Avenue, 14th Floor, Los Angeles, CA 90024 (the "Firm").
2. On November 30, 2009, I executed an Affidavit and Disclosure Statement (the "Affidavit") in support of Debtors' retention of the Firm as ordinary course professionals to provide legal services necessary to assist the Debtors in negotiating and documenting the resolution of claims arising in the SunCal actions filed in the United States Bankruptcy Court for the Central District of California, Santa Ana Division, and submitted that Affidavit and a completed Retention Questionnaire (the "Questionnaire") to the Debtors' bankruptcy counsel, to be filed with the Court in accordance with the procedures set forth in the order entered November 5, 2008 authorizing the Debtors to employ professionals utilized in the ordinary

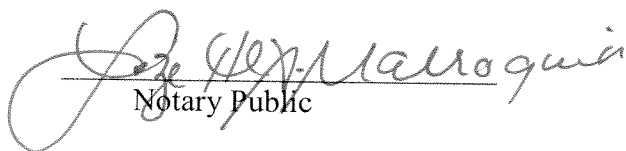
course of business [Docket No. 1394]. The Debtors subsequently filed the Affidavit and Questionnaire with the Court on December 3, 2009 [Docket No. 6025].

3. This affidavit supplements the previous Affidavit as a result of a license agreement (the "License Agreement"), dated April 1, 2010, by and between the Firm and Lehman Brothers Holdings Inc. ("LBHI"). Pursuant to the License Agreement, the Firm has granted LBHI a license to use certain of the Firm's office space located on the 15th Floor of 1100 Glendon Avenue, Los Angeles, CA 90024 for a fee. Unless LBHI exercises its right to extend the License Agreement for an additional year, the License Agreement terminates on March 31, 2011.

4. All amounts due under the License Agreement from LBHI will be separate and unrelated to any compensation to be received from the Debtors for legal services performed by the Firm.

By:   
RANDALL J. SUNSHINE

Subscribed and sworn to before me  
this 2<sup>nd</sup> day of April, 2010

  
Notary Public

